

EXHIBIT A

SUMMONS

STATE OF INDIANA)
) SS: IN THE MARION SUPERIOR COURT
 COUNTY OF MARION) CIVIL DIVISION
) CAUSE NO.: 49D02-2103-MI-009779

CLIFTON JETT TRANSPORT, INC.)

Plaintiff,)

v.)

BARRETTE OUTDOOR LIVING, INC)

Defendant.)

TO DEFENDANT: BARRETTE OUTDOOR LIVING, INC.

C/O Cogency Global, Inc,
 9221 Crawfordsville Rd,
 Indianapolis, IN 46234.

You are hereby notified that you have been sued by the person named as plaintiff and in the Court indicated above.

The nature of the suit against you is stated in the Complaint, which is attached to this Summons. It also states the relief sought or the demand made against you by the plaintiff.

An answer or other appropriate response in writing to the Complaint must be filed either by you or your attorney within twenty (20) days, commencing the day after you receive this Summons, (or twenty-three (23) days if this Summons was received by mail), or a judgment by default may be rendered against you for the relief demanded by plaintiff.

If you have a claim for relief against the plaintiff arising from the same transaction or occurrence, you must assert it in your written answer.

Dated: 3/24/2021Wynne A. Kiang (Seal)
Marion County Superior Courts

(The following manner of Service of Summons is hereby designated.)

☒ Registered or Certified Mail☐ Service on Individual☐ Service at place of employment, to-wit: _____☐ Private Service

Attorneys for Plaintiff:

Cherry Malichi

5002 W. Evans Dr.

Glendale, AZ 85306

Telephone: 317.809.9811

MAR

SHERIFF'S RETURN OF SERVICE OF SUMMONS

I hereby certify that I have served this summons on the _____ day of _____, 2021:

(1) By delivering a copy of the Summons and a copy of the complaint to the defendant,

_____.

(2) By leaving a copy of the Summons and a copy of the complaint at _____ which is the dwelling place or usual place of abode of and by mailing a copy of said summons to said defendant at the above address.

(3) Other Service or Remarks: _____

_____.

Sheriff's Costs

Sheriff

By: _____

Deputy

CLERK'S CERTIFICATE OF MAILING

I hereby certify that on the _____ day of _____, 2021, I mailed a copy of this Summons and a copy of the complaint to the defendant, Stephen Davis, by certified mail, requesting a return receipt, at the address furnished by the plaintiff.

Clerk, Marion County Superior Courts

Dated: _____, 20____

By: _____

Deputy

RETURN ON SERVICE OF SUMMONS BY MAIL

I hereby certify that the attached receipt was received by me showing that the Summons and a copy of the complaint mailed to defendant _____ was accepted by the defendant on the _____ day of _____, 20____.

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the complaint was returned not accepted on the _____ day of _____, 20____.

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the complaint mailed to defendant _____ was accepted by _____ on behalf of the defendant on the _____ day of _____, 20____.

Clerk, Marion County Superior Courts

By: _____

Deputy

STATE OF INDIANA)
) SS: IN THE MARION COUNTY SUPERIOR COURT
 COUNTY OF MARION) CIVIL DIVISION
 CAUSE NO. :

CLIFTON JETT TRANSPORT, INC.)
 Plaintiff,)
)
 v.)
)
 BARRETTE OUTDOOR LIVING, INC.)
 Defendant.)

COMPLAINT

COME NOW Plaintiff, CLIFTON JETT TRANSPORT, INC., (hereinafter “CJT”), counsel, Cherry Malichi, and for a cause of action against the Defendant, BARRETTE OUTDOOR LIVING, INC. (hereinafter “BOL”) alleges and asserts the following:

PARTIES

1. All of the actions and events complained of herein took place in the County of CJT, State of Indiana, and within the venue of this Court.
2. CJT, at all times relevant and material to this cause of action, was an Indiana for-profit corporation located at 13981 waterway BLVD, Fishers, Indiana 46040.
3. At all times mentioned herein, the Defendant, BOL, was a foreign for-profit corporation doing business in Indianapolis, IN.
4. Upon information and belief, BOL may be served at Cogency Global, Inc, 9221 Crawfordsville Rd, Indianapolis, IN 46234.

FACTUAL ALLEGATIONS

5. On June 2, 2019 CJT and BOL entered into an Agreement for Transportation Service (the “Agreement”).

6. CJT transported goods for BOL to and from a facility located in Indianapolis, IN
7. Although BOL has other facilities in other states, it never gave requested or required CJT to transport loads to any other location than Indianapolis, IN.
8. In late July 2020, BOL's operations manager, Mark Hicks, told the owner, Clifton Jett and each one of his drivers that the facility located In Indianapolis, IN (the "Facility") was closing, and the contract was terminated.
9. Mr. Hicks specifically told the Mr. Jett that John Boyle was in the process of sending him a letter of termination.
10. Based on this information, all CJT's drivers obtained other jobs.
11. CJT's last shipment to the Facility was on August 5, 2020.
12. BOL placed no further shipments with CJT.
13. BOL did not offer any shipments from any of its other facilities in other states to CJT.
14. In fact, when Mr. Boyle talked to Mr. Jett about the contract, he specifically told Mr. Jett that he was not going to offer him any additional work.
15. The initial term of the Agreement is three years.
16. BOL terminated the Agreement without cause after 1 year and 2 months.
17. Paragraph 9 of the Agreement says if BOL terminates the Agreement without cause, BOL has to pay CJT the pro rata remaining value of the term of the Agreement.
18. BOL terminated the Agreement without cause, therefore CJT is owed the remaining value of the term of the Agreement.

COUNT I BREACH OF CONTRACT

19. CJT hereby incorporates by reference paragraphs 1 through 18 as though previously set out herein.

20. BOL, breached the Agreement by failing to pay CJT the remaining value of the Agreement when it terminated the contract without cause.

21. CJT lost revenue and suffered other damages as a result of BOL's breach of the Agreement.

22. CJT is entitled to the full benefit of the Agreement.

23. BOL has failed to compensate CJT for the remaining term of the Agreement as is stated in paragraph 9 of the Agreement.

RELIEF SOUGHT

WHEREFORE, the Plaintiff, CJT, respectfully requests that the Court enter a judgment against the Defendant, BOL, in an amount commensurate with its damages, for the costs of this action, and for all other appropriate relief.

DEMAND FOR TRIAL BY JURY

The Plaintiff hereby demands a trial by jury of all issues triable by jury.

Respectfully Submitted,

/s/ Cherry Malichi
Cherry Malichi, Esq., # 15406-49
Counsel for Plaintiff, CJT
5002 W. Evans Dr.
Glendale, AZ 46032
(317) 809-9811 Telephone
cherrymalichi@gmail.com

Cherry Hill
8000 E. Evans Dr.
Glendale, AZ 85308

9928 0414 1000 0542 0202



CERTIFIED MAIL

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

9928 0414 1000 0542 0202

CPU



U.S. POSTAGE
\$7.00
FCML 0000
Orig: 85063
Dest: 46234
03/29/21
2000052130
02

Barrie Outdoor Living, Inc.
c/o Cogency Global, Inc.
9221 Crossfordville Rd.

46234 0542 0202 0414 9928